

STATE OF INDIANA       )  
                                  )  
COUNTY OF ST. JOSEPH )

IN THE ST. JOSEPH CIRCUIT COURT

CAUSE NO. 71C01-0312-PL-572

STATE OF INDIANA,       )

Plaintiff,                )

v.                         )

LAKESIDE BUILDERS, LLC,   )  
JASON MIDDLEBORN         )  
and PAT "PATCHES" MIDDLEBORN   )

Defendants.                )

**- FILED -**

**JUL 8 - 2005**

**Clerk  
St. Joseph Circuit Court**

**DEFAULT JUDGMENT AGAINST  
JASON MIDDLEBORN AND LAKESIDE BUILDERS, LLC**

The Plaintiff, State of Indiana, having filed its Motion for Default Judgment against Jason Middleborn and Lakeside Builders, LLC, and the Court having read the same and being duly advised in the premises, now finds:

1. The Court has subject matter jurisdiction and personal jurisdiction over the Defendants.
2. The Defendants, Jason Middleborn and Lakeside Builders, LLC, were served with notice of these proceedings and a copy of the Amended Complaint for Injunction, Restitution, Costs and Civil Penalties.
3. The Defendants, Jason Middleborn and Lakeside Builders, LLC, have failed to appear, plead, or otherwise respond to the amended complaint.
4. The Defendant, Jason Middleborn, is not an infant, incompetent, or in military service.

**THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED** that the Motion for Default Judgment is **GRANTED** in favor of the Plaintiff, State of Indiana, and against the Defendants, Jason Middleborn and Lakeside Builders, LLC.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that pursuant to Indiana Code § 24-5-0.5-4(c)(1), the Defendants, Jason Middleborn and Lakeside Builders, LLC, their agents, representatives, employees, successors and assigns are permanently enjoined from engaging in the following:

a. in the course of entering into home improvement transactions, failing to provide to the consumer a completed home improvement contract which includes at a minimum the following:

- (1) The name of the consumer and the address of the residential property that is the subject of the home improvement;
- (2) The name and address of the home improvement supplier and each of the telephone numbers and names of any agent to whom consumer problems and inquiries can be directed;
- (3) The date the home improvement contract was submitted to the consumer and any time limitation on the consumer's acceptance of the home improvement contract;
- (4) A reasonably detailed description of the proposed home improvements;

- (5) If the description required by Ind. Code §24-5-11-10(a)(4) does not include the specifications for the home improvement, a statement that the specifications will be provided to the consumer before commencing any work and that the home improvement contract is subject to the consumer's separate written and dated approval of the specifications;
  - (6) The approximate starting and completion date of the home improvements;
  - (7) A statement of any contingencies that would materially change the approximate completion date;
  - (8) The home improvement contract price; and
  - (9) Signature lines for the home improvement supplier or the supplier's agent and for each consumer who is to be a party to the home improvement contract with a legible printed or typed version of that person's name placed directly after or below the signature;
- b. in the course of entering into home improvement transactions, failing to agree unequivocally by written signature to all of the terms of a home improvement contract before the consumer signs the home improvement contract and before the consumer can be required to make any down payment;
  - c. in the course of entering into home improvement transactions, failing to provide a completed home improvement contract to the consumer before it is signed by the consumer;
  - d. in the course of entering into home consumer transactions, failing to provide consumers with all notices of cancellation required by law; and

- e. in the course of acting as a credit services organization, failing to post the required bond/irrevocable letter of credit or failing to provide consumers with written statements, contracts, and notices required by law.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that judgment is entered for the Plaintiff, State of Indiana, and against the Defendants, Jason Middleborn and Lakeside Builders, LLC, as follows:

a. The Defendants, Jason Middleborn and Lakeside Builders, LLC, shall pay the Office of the Attorney General its costs in investigating and prosecuting this action, pursuant to Ind. Code § 24-5-0.5-4(c)(3), in the amount of Four Hundred and Twenty-Five Dollars (\$425.00);

b. The Defendants, Jason Middleborn and Lakeside Builders, LLC, shall pay consumer restitution, pursuant to Ind. Code § 24-5-0.5-4(c)(2), for Douglas and Noreen Hicks of South Bend, Indiana, in the amount of Forty-Nine Thousand Four Hundred and Eighty-Two Dollars (\$49,482.00), payable to the Office of the Attorney General;

c. The Defendants, Jason Middleborn and Lakeside Builders, LLC, shall pay civil penalties pursuant to Ind. Code § 24-5-0.5-4(g) for the Defendants' knowing violations of the Deceptive Consumer Sales Act, in the amount of Five Thousand Dollars (\$5,000.00), payable to the State of Indiana; and

d. The Defendants, Jason Middleborn and Lakeside Builders, LLC, shall pay civil penalties pursuant to Ind. Code § 24-5-0.5-8 for the Defendant's intentional violations of the Deceptive Consumer Sales Act, in the amount of Five Thousand Dollars (\$5,000.00), payable to the State of Indiana.

A total monetary judgment in the amount of Fifty-Nine Thousand Nine Hundred and Seven Dollars (\$59,907.00) shall therefore be entered in favor of the Plaintiff, State of Indiana, and against the Defendants, Jason Middleborn and Lakeside Builders, LLC.

ALL ORDERED, ADJUDGED AND DECREED on this \_\_\_\_ day of  
~~JUL~~ 8 2005, 2005.

  
Judge, St. Joseph Circuit Court

PRO JEM

DISTRIBUTION:

Terry Tolliver  
Office of the Attorney General  
302 W. Washington Street, IGCS 5th Floor  
Indianapolis, IN 46204

Robert F. Peters, Jr.  
Thomas L. Kirsch & Associates  
131 Ridge Road  
Munster, IN 46321

Jason Middleborn  
1915 S. Heaton Street  
Knox, IN 46534